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Garrett Runnels

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

WESLEY EISOLD, an individual,

Plaintiff,

vs.

CODY GARRETT RUNNELS, an
individual, WORLD WRESTLING
ENTERTAINMENT, LLC, a limited
liability company; and FANATICS,
LLC., a limited liability company,

Defendants.

Case No. 2:24-cv-07516-AB-MAR

**DEFENDANT CODY GARRETT
RUNNELS' NOTICE OF MOTION
AND MOTION TO DISMISS COUNT I
OF PLAINTIFF'S FIRST AMENDED
COMPLAINT PURSUANT TO FED. R.
CIV. P. 12(B)(6)**

HEARING

Date: January 24, 2025

Time: 10:00 A.M.

Courtroom: 7B

Judge: Hon. André Birotte Jr.

TO ALL PARTES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT, on January 24, 2025, at 10:00 a.m., or as soon
thereafter as this matter may be heard before the Honorable André Birotte Jr. in
Courtroom 7B, located at the U.S. District Court for the Central District of California
at 350 West First Street, Los Angeles, California 90012, Defendant Cody Garrett
Runnels ("Runnels") will hereby move this Court, pursuant to Rule 12(b)(6) of the

1 Federal Rules of Civil Procedure, for an order dismissing, with prejudice, the First
2 Count alleged in Plaintiff Wesley Eisold's ("Plaintiff") First Amended Complaint
3 pursuant to Fed. R. Civ. P. 12(b)(6) ("Runnels' Motion").

4 Runnels has concurrently filed a joinder to Defendants World Wrestling
5 Entertainment, LLC and Fanatics, LLC's Motion to Dismiss Count II-V of Plaintiff's
6 First Amended Complaint ("Other Defendants' Motion") which is scheduled to be
7 heard on the same date and time, and in the same location, as the Runnels' Motion.

8 Specifically, in addition to submitting and relying on the Other Defendants'
9 Motion, Runnels brings this motion to dismiss Count I on the grounds that Plaintiff
10 fails to state a claim against Runnels for breach of contract because Plaintiff fails to
11 point to any facts sufficient to allege that the March 14, 2021 Settlement and
12 Coexistence Agreement by and between Runnels and Plaintiff was breached.

13 Runnels' Motion is based on this Notice of Motion, and all documents submitted
14 in support of the Runnels' Motion, including the Memorandum of Points and
15 Authorities; the Other Defendants' Motion, and all documents submitted in support of
16 the Other Defendants' Motion, including the Notice of Motion, the Memorandum of
17 Points and Authorities and Request for Judicial Notice; all pleadings, papers and
18 records of this action; and such written, documentary and/or oral arguments and
19 authorities as may be presented by Runnels or the Other Defendants in support of the
20 Runnels' Motion and/or the Other Defendants' Motion, including in reply to any
21 oppositions to those Motions and/or at the hearing on those Motions.

22 This motion follows a conference of counsel under Local Rule 7-3 on November
23 8, 2024.

DATED: November 22, 2024

Respectfully submitted,

JAYARAM PLLC

By: /s/ Amanda-Jane Thomas

Amanda-Jane Thomas, Esq.

ATTORNEYS FOR DEFENDANT
CODY GARRETT RUNNELS

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND BACKGROUND

Defendant Cody Garrett Runnels (“Runnels”) directs the Court to the Introduction and Background of Defendants World Wrestling Entertainment, LLC and Fanatics, LLC’s Motion to Dismiss Count II-V of Plaintiff’s First Amended Complaint (“Other Defendants’ Motion”) for a full recitation of the factual background. As to the present Motion to Dismiss, Plaintiff fails to plead Count I in the First Amended Complaint. As a result, this Court should dismiss that count with prejudice pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

II. LEGAL STANDARD GOVERNING DISMISSAL

Runnels directs the Court to the Legal Standard Governing Dismissal in the Other Defendants’ Motion for a recitation of the legal standard on a motion to dismiss pursuant to Rule 12(b)(6).

III. ARGUMENT

**A. Plaintiff Fails to State a Claim for Breach of Contract
(Count I)**

To make a claim for breach of contract, “a party must plead facts to establish (1) the contract, (2) plaintiff’s performance or excuse for nonperformance, (3) defendant’s breach, and (4) the resulting damages to plaintiff.” *LockandLocate, LLC v. Hiscox Ins. Co.*, 549 F. Supp. 3d 1093, 1099 (C.D. Cal. 2021) (*quoting Coles v. Glaser*, 2 Cal. App. 5th 384, 391, 205 Cal.Rptr.3d 922 (2016)). For the reasons stated in the Other Defendants’ Motion (*see* Other Defendants’ Motion Parts III.A.2, III.E.), Plaintiff fails to allege that Runnels breached the Agreement, *i.e.*, that Runnels did not include on (or otherwise in connection with) his apparel products (i) Runnels’ name (*i.e.*, Cody Rhodes); or (ii) Runnels’ name and likeness; or (iii) substantial indicia indicating association with wrestling (*e.g.*, the WWE company logo) in reasonably-placed and

1 sized prominence as compared with the “Runnels Mark” (i.e., 75% or larger size as
2 compared to the Runnels Mark). See First Amended Complaint [Dkt. 23], Exhibit 4,
3 Section 1(b), and such failure cannot be cured by amendment. Accordingly, Plaintiff
4 fails to plead a breach of contract claim.

5 **IV. CONCLUSION**

6 For all the reasons detailed herein, Runnels respectfully requests an order
7 dismissing Count I of Plaintiff’s First Amended Complaint, with prejudice.
8

9 DATED: November 22, 2024

Respectfully submitted,

10 **JAYARAM PLLC**

11 By: /s/ Amanda-Jane Thomas

12 Amanda-Jane Thomas, Esq.

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14 ATTORNEYS FOR DEFENDANT
15 CODY GARRETT RUNNELS

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17 **L.R. 11-6.2 Certificate of Compliance**

18 The undersigned, counsel of record for Defendant Cody Garrett Runnels certifies
19 that this brief contains 345 words, which complies with the word limit of L.R. 11-6.1.
20

21 DATED: November 22, 2024

22 /s/ Amanda-Jane Thomas

23 Amanda-Jane Thomas, Esq.